

# **CCDS Provider Manual**

## **Table of Contents**

Chapter 1: Overview of the Child Care Contractor System (CCDS)	3
Chapter 2: Becoming a Provider	4
Chapter 3: Getting Child Care Services....Through the CCDS Contractor	7
Chapter 4: Enrolling Children	9
Chapter 5: Enrolling Children with Disabilities	14
Chapter 6: Determining Payment Rates to Providers	17
Chapter 7: Keeping Attendance Records	20
Chapter 8: Collecting Parent Fees and Subsidies	25
Chapter 9: Billing, Reporting, and Paying	28
Chapter 10: Taking Corrective or Adverse Action with Providers	33
Chapter 11: Helping and Monitoring Providers	38
Chapter 12: Involving Parents	39
Chapter 13: Asking Questions and Solving Problems	40
Chapter 14: Improving Quality of Care	42

## Chapter 1

---

### Overview of the Child Care Delivery System (CCDS)

#### CCDS Mission

CCDS provides child care services to eligible parents who are striving to become self-sufficient. The program allows families flexibility to select child care and access to multiple funding sources, which can be managed by the CCDS through a simple process as the needs of families change.

CCDS provides child care services to over 9,000 children per day. Child care services are available for both full and part-time care for qualifying families. To be eligible for CCDS services, individuals must meet certain criteria.

In this manual you will find the guidelines set up for CCDS Contracted Providers to ensure proper implementation of the program. **This manual is an addition to the CCDS Provider Agreement and does not exhaust all policies and procedures within the CCDS Program.**

#### Providers

Child Care Providers who meet certain requirements may become CCDS providers by signing an agreement with a CCDS Contractor. In this CCDS Provider Manual, child care providers who sign this agreement are called providers. Chapter 2 gives complete information on becoming a CCDS provider.

#### Laws, Regulations and Rules Governing the Child Care Delivery System

All rules, policies, and procedures in this Child Care Contractor Provider Manual are based on federal or state laws and regulations or local AWD board decisions. TWC develops rules. The AWD develops policies and procedures to implement the federal and state laws and regulations.

## Chapter 2

---

### Becoming a Provider

Any licensed or registered provider of child care in Texas may apply to become a CCDS provider. The provider must attend a new provider orientation and provide the following:

1. A current license from the Texas Department of Family Protective Services (TDFPS) as a child care center or licensed home or be a registered home, or must be licensed as a youth camp by the Texas Department of Health (TDH), or be operated and monitored by the United States Military Service
2. Provide a copy of their SS card, picture ID and a copy of their Tax ID number
3. Provide a copy of their published rates
4. Provide copy of holidays.

CCDS Providers must abide by Terms of the Provider Agreement

To be a CCDS provider, a child care provider must:

1. Sign a Provider Agreement, which is also signed by a representative of the CCDS Contractor,
2. Agree to abide by the terms of the CCDS Provider Agreement,
3. Agree to follow procedures outlined in this CCDS Provider manual, and
4. Attend a provider orientation.
5. Not be on corrective action, adverse action or corrective denial with TDFPS Licensing Division, the TDH, or the United States Military.

### The Provider Agreement

When a child care provider decides to participate in the CCDS, the CCDS Contractor will arrange for a Provider Agreement to be completed and signed by the provider and the Child Care Contractor. The Provider Agreement:

- Must have information needed by the Child Care Contractor;
- Will explain to providers what they must do to maintain compliance;
- Must be signed before the CCDS Contractor can pay for child care services to CCDS referred children;
- Is the basis of payment to providers for child care services provided to CCDS referred children, and
- Must include this CCDS Provider Manual as part of the agreement.

Provider Agreements are legal contracts that are valid for a maximum period of two years, as long as:

1. Providers' license, registration or certification remains current, or

2. Providers' remain in good standing with the United States Military Services
3. Providers comply with terms of the CCDS Provider Agreement/ Provider Manual.

**Having a Provider Agreement does not guarantee that a provider will have children referred by the CCDS Contractor. All referrals made by the CCDS Contractor are based on parent choice. However, even if providers do not have contractor-referred children in care, they must still comply with the terms of the CCDS Provider Agreement in order to keep the agreement current.**

Note: The CCDS Contractor may not enter into a Provider Agreement with any child care provider if the provider or a staff person of the provider has been found to be in serious noncompliance with, seriously deficient by, or debarred from any other State or Federal program (such as the Child Care Food Program). In addition, the CCDS Contractor shall terminate within 30 days the provider agreement of any CCDS Contracted Provider whose facility or staff are found to be in serious noncompliance with, seriously deficient by, or debarred from other State or Federal programs. Other consequences that may affect a provider whose facility or staff are found to be in serious noncompliance with, seriously deficient by, or debarred from other State or Federal programs include, but are not limited to: recoupment, close intake, or Service Improvement Agreement (SIA).

### **Renewal of the Provider Agreement**

Provider agreements must be renewed at least every two years. CCDS Contractor staff will notify providers in advance that the renewal date is near. Provider agreements will be renewed if the provider:

1. Continues to meet all the basic requirements,
2. Has met the terms of the Provider Agreement,
3. Has no outstanding Service Improvement Agreements (SIA) issued by the CCDS Contractor,
4. Has maintained satisfactory compliance with TDFPS's minimum licensing standards, TDH or the United States Military, and
5. Chooses to renew the Provider Agreement.

CCDS Provider Agreements might not be renewed under certain conditions. Please refer to Chapter 10 for an explanation of those conditions.

### **New or Amended Provider Agreements**

Most changes in the way a facility runs will mean that a new Provider Agreement must be signed or that the Provider Agreement must be amended. **All changes must be reported to the CCDS Contractor immediately.** A new or amended Provider

agreement must be signed at the time any changes occur. Some changes in a facility will cause the Provider Agreement to be terminated. See “Remember” at the end of this chapter for changes in a facility that must be reported to the CCDS Contractor.

## **REMEMBER**

### **These changes must be reported to the Child care Contractor:**

- A change in the facility name,
- A change in governing body or corporate status,
- A change in facility rates or fees,
- A change in hours of operation,
- A change in holiday schedule,
- A change in the ages of children served,
- A change in the facility owner’s address,
- Any change in facility license or registration caused by conditions placed on it by TDFPS’s Licensing Division, or any condition affecting the status of facilities regulated by the TDH or the United States Military Service,
- A change in the contact person or director, and
- A change in transportation policies.

### **Changes that cause termination of Provider Agreement:**

- A change in facility ownership,
- A move to a different location,
- Loss of TDFPS license, registration, or certification status, or
- A provider found to be in serious noncompliance with, seriously deficient by, or debarred from another State or Federal Program,

## Chapter 3

---

### Getting Child Care Services.... ....Through the CCDS Contractor

#### Parent Choice of Provider

Federal law requires that parent be given a choice on provider selection.

Parents may choose child care providers who:

- Have agreements with the CCDS Contractor to be providers, or
- Meet requirements to provide self-arranged child care.

#### Self-Arranged Child Care (SACC)

Self-arranged child care (SACC) is a process for paying providers who are not contracted Child Care Providers and may be eligible relatives. SACC was developed to increase parental choice among child care providers. SACC is a choice for all parents receiving CCDS referred child care. CCDS Staff explain SACC to eligible parents, authorizes SACC with eligible child care providers or eligible relatives and issue payments and appropriate IRS documentation to SACC providers.

When parents self-arrange child care with regulated providers who are not contracted CCDS providers, these SACC providers must:

- Sign a SACC Provider Agreement with the CCDS Contractor,
- Be licensed child care centers, licensed homes, or registered homes, or
- Be licensed as a youth camp with Texas Department of Health (TDH), or
- Be operated and monitored by the United States Military Services, and
- Be in compliance (not be on corrective action) with the regulatory or licensing standards of the licensing/regulatory body, or
- Must be the child's grandparent, great-grandparent, aunt, uncle or sibling (not living in the child's home) over the age of 18.

## **Termination of Enrollment**

The Child Care Contractor may terminate child care services for several reasons.

In most cases the CCDS Contractor will notify the provider in advance that a child's enrollment is to be terminated and will pay the provider through the stated termination date.

There are occasions when a child's enrollment is terminated immediately and the CCDS Contractor is unable to let the provider know ahead of time.

**Note: Providers may not terminate a child's enrollment without first consulting with the CCDS Contractor.**



## Chapter 4

---

### Enrolling Children

#### The Enrollment Process

When a parent is determined to be eligible for child care services, and if funds are available for the child's care, the CCDS Contractor:

- Gives the parent a list of providers who meet the child care needs of the parent and child,
- Encourages the parent to visit potential providers,
- Provides an additional list of providers if necessary, and
- Tells the parent to let the CCDS Contractor know when a decision has been made about where to place the child for care.

When the parent notifies the CCDS Contractor that a decision has been made, the CCDS Contractor:

- Contacts the provider to be sure space is available, and if so,
- Verbally authorizes care to start, and gives authorization numbers
- Sends the provider a TWC Form 2450, Authorization for Child Care Enrollment.

Form 2450 tells the provider:

- The date child care is to begin,
- The amount of the parent fee,
- The days and hours of care authorized, and
- Whether transportation is authorized.

**The provider must not accept a child unless the CCDS Contractor has called the provider and issued enrollment numbers.** Even if CPS or a Texas Workforce Center caseworker refers the child, the provider still must have CCDS Contractor authorization numbers before accepting the child. Providers who accept a child without first receiving CCDS enrollment numbers will not be paid.

The CCDS Contractor will have the parent sign a Parent Enrollment Agreement. This agreement tells parents that they must comply with (CCDS rules, policies and the provider's policies.

#### Accepting Children Referred by the CCDS Contractor

Providers must accept all children referred to them by the CCDS Contractor as long as:

- The children are within the age range the providers are licensed to serve,

- The children are the ages covered by the Provider Agreement,
- Accepting the children does not put the provider over the number of Child Care Contractor-referred children they have said they will care for in the Provider Agreement, and
- Accepting the children does not put the provider over its PRS licensed capacity.

The Americans with Disabilities Act (ADA) of 1990, as amended, requires that all individuals, regardless of their disabilities, be allowed access to child care facilities, including registered homes. See Chapter 5 for additional information on working with children with disabilities.

**See “Remember” at the end of this chapter for what providers must remember to do in the enrollment process.**

### **Provider Policies**

Parents must comply with all policies set forth by the selected provider, unless the provider’s policy is in conflict with CCDS Contractor, Alamo Workforce Development Board or TWC Rules.

Most providers have policies that require parents to pay a late fee if they pick children up after the facility closes. Parents of contractor-referred children are expected to comply with provider late pick-up policies. Providers may not:

- Charge contractor-referred children a higher late fee than other children are charged, or
- Have a different late fee policy for contractor-referred children than for other children.

### **When a New Child Never Attends**

Providers must notify CCDS if:

- A child scheduled to begin care does not attend by the third day, and
- The parent hasn’t notified the provider of the reason the child is absent.

CCDS will drop the child from care if:

- The child does not attend by the fifth day, and
- The parent still has not explained the absence to the provider or the CCDS

CCDS staff will talk with the provider regarding the absence and will let the provider know whether the child will still be enrolled. If the child continues in care, the days

missed count toward the child's total absences. Please refer to absence policies in Chapter 7.

### **Units of Child Care Services**

The Child Care Contractor purchases child care based upon the units of service delivered.

If, within a 24-hour period a parent needs...	...then CCDS Contractor...
...less than six hours of child care...	...enroll the child for one part-day unit...
...at least six hours of child care...	...enroll the child for one full-day unit...
...more than 12 hours but less than 18 hours of child care...	...enroll the child for 1½ units.

Children may not be enrolled for more than 1½ units of care per day (24 hours).

### **Part-Time Care**

The Child Care Contractor arranges care based on the time needed to support parents' work or training.

Many parents work part-time or do shift work; so many children need part-time care.

- Part-day care is less than six hours a day; full day care is from 6-12 hours a day.
- Part-time care is care for less than five days (or 40 hours) a week.

When determining if parents need full-time or part-time care, the CCDS Contractor includes travel time. (See Transportation Schedules in this Chapter.)

The CCDS Contractor does not refer parents who need part-time care to providers who do not offer part-time care.

#### **Providers must:**

- Allow a part-day child to attend up to six hours.
- Keep track of part-day or part-time attendance of the child.

#### **Providers must not:**

- Charge a late fee to a part-day child unless the child is in attendance for more than six hours, or
- Charge a late fee to a full-day child unless the child is in attendance for more than 12 hours, or past the closing time for the facility.

Providers must not use the parent's work or training hours to determine how long the child may remain at the facility without being charged a late fee.

### **Occasional Attendance by a Child**

On occasion, a child who is enrolled for part-day care may attend full day, or a child enrolled for full-time care attends part day. In the case of a child enrolled part-time attending full-time on this basis, a late fee is not charged. In these instances the CCDS Contractor pays providers for the period of time the child is regularly scheduled to attend. If the parent chooses to have the child remain in the center for more than the time allotted by CCDS the parent is responsible for payment to the provider. Occasional attendance is defined as no more frequently than once a month and is always pre-arranged between the parents and the providers.

### **School-Age Care**

School-age children can be enrolled both part-time and full-time as they are enrolled according to the school calendar. School-age care may be for before and after school hours only, for summer care only, or for full-year care.

Providers who provide full-year care for school-age children will need to reserve space for children whose parents need to have them enrolled full time during the summer.

School-age children are enrolled for the times when school is not in session. When a school-age child must attend full day during a holiday or a teacher training day, the provider will be paid for the full day of care.

### **Transportation Schedules**

The Child Care Contractor can authorize up to one hour of travel time per day.

## **REMEMBER**

These are things providers do in the enrollment process:

- A. Accept all children referred by the CCDS Contractor unless:
  - Their Provider Agreement or PRS license/registration does not include children of that age; or
  - Accepting the children would exceed licensed capacity; or
  - Accepting a child would exceed the number of contractor-referred children stated in the Provider Agreement.
- B. A child may not be enrolled in more than 1½ units of care in a 24-hour period.
- C. Accept only those children the Child Care Contractor has authorized for care by telephone followed by a TWC Form 2450, Child Care Delivery System for Child Care Enrollment.
- D. Accept only the number of contractor-referred children that the Provider Agreement allows.
- E. Notify the CCDS Contractor immediately if a child scheduled to start does not attend by the third day and the parent has not called to explain the absence.
- F. Provide parents with provider policies and procedures.

## **Chapter 5**

---

### **Enrolling Children with Disabilities**

#### **The ADA and Child Care Contractor Providers**

The Americans with Disabilities Act (ADA) of 1990, as amended, requires that all individuals, regardless of their disabilities, be allowed access to child care facilities, including registered family homes, to ensure access for all individuals regardless of disabilities. All child care providers, including CCDS providers, must comply with this law by accepting children with disabilities into their facility, and by making it possible for parents with disabilities to access child care facilities.

If providers refuse to provide care to children with disabilities, they must be prepared to justify their enrollment decisions if challenged. Providers must document in writing any efforts to provide for a child's needs and show why they were not successful or readily achievable.

#### **Placing Children with Disabilities**

Parents of children with disabilities have the same right to parent choice as other parents. If parents request specialized care, they will be given a list of providers who offer specialized care.

Parents may choose to place children according to location or convenience, even if the providers chosen do not have experience caring for children with disabilities.

#### **Confidentiality**

All information providers have about children with disabilities is confidential. Information about children with disabilities can not be given to anyone, either in writing or verbally, without permission from the parent. Provider caregivers working directly with children with disabilities must learn all they can about the children, including the confidential information. Caregivers must not share confidential information with:

- Caregiver staff who do not work with the children with disabilities,
- Other providers,
- Other parents, or
- Visitors

## **Caring for Children with Disabilities**

### **Inclusion Assistance Rates**

Additional reimbursement is available when extra adult assistance is needed for the child with a disability. To receive additional assistance, the provider must have a professional, familiar with assessing the needs of children with disabilities complete a TWC Form 2419, Assessment Information for Child Care Services that recommends additional adult assistance.

The Provider Specialist will help the provider with this process. The additional reimbursement rate is set at 190% of the providers' reimbursement rate, if the Additional Adult Assistance is deemed necessary.

The inclusion assistance rate may be used:

- To help pay for extra staff, or
- For additional wages to a current staff member who has special skills necessary to help the child with a disability.

Inclusion assistance may not be used to pay for counseling, therapy, or medical services. These services may be provided through cooperating agencies and are not considered additional adult assistance needed to include the child in the facility's program.

Every child with a disability who is receiving the 190% reimbursement rate (inclusion assistance rate) must have an Inclusion Plan that is developed by the Provider Management staff using the recommendations received by the agencies tracking the child. The Inclusion Plan will be implemented within 30 days, not to exceed 60 days, of approval of the 190% reimbursement rate.

### **Resources**

Based on the assessment of need by a specialist, the CCDS will help provide adaptive equipment, if funding permits, that may be required for the provider to adequately care for a child with disabilities. The equipment will not be the property of the provider. Adaptive equipment is used by the child with disabilities and will follow the child if there is a change in providers. The equipment will be returned to the CCDS or when the child's care is terminated.

The CCDS will assist providers in locating local resources, which may include:

- State agencies;
- Federal agencies;
- Local, state, and national associations for persons with disabilities;

- Parent support groups and organizations; and
- Educational services.

## **REMEMBER**

**These things must be done when children with disabilities are enrolled:**

- a) Maintain confidentiality about the child's condition.
- b) Contact the Child Care Contractor and document if there are problems with placement.
- c) Develop and follow a child's inclusion plan for each child receiving the inclusion assistance rate.
- d) Use inclusion assistance funds as intended.
- e) Contact the Child Care Contractor if a child's disability status changes or if the inclusion assistance funds are no longer needed.



## Chapter 6

---

### Provider Payment Rates

Actual payment rates for individual providers are set when the Provider agreement is signed. The provider receives these amounts for each day of care provided to CCDS Contractor-referred children.

- Payment rates are based upon the provider's documentation of their rates as reported on Form 2429-B, Provider Rates.
- Provider reimbursement rates are based on their published rates, including any registration fees and supply fees, pro-rated to a daily rate.
- A copy of the provider's published rates must be provided to CCDS Provider Management staff. The provider determines a single rate for full-time care and a single rate for part-time care for each of the four age categories, for a total of eight rates. The provider may include fees currently allowed in determining their rates. Child Care Contractor staff are available to assist providers who have multiple rates within an age category in determining their rate for that category.

The provider must choose only one method for determining rates.

Providers will not be paid more than the AWDB area maximum reimbursement rate even if their published rates are higher than the AWDB area maximum reimbursement rates. Circumstance may occur where the provider is paid less than the maximum reimbursement rate and their current published rate, but this should only occur if the AWDB area is on a rate freeze implemented by TWC or AWDB. Contracted Providers cannot require contractor-referred parents to make up the difference between providers' published rates and the AWDB area maximum rates.

CCDS Contractor staff may review the provider's records (i.e. supporting documents) to determine if the rates established by the provider reflect rates consistent with rates paid by non-Child Care Contractor referred parents.

### When Providers Change Their Rates

If providers change their published rates they must send written documentation of the new rates to the CCDS Contractor. An amendment to the agreement showing the new rates will be completed and effective the first full month after the amended Provider Agreement has been signed.

### **Provider Reimbursement for Transportation**

When providers provide transportation for children, the CCDS will reimburse providers as follows:

- If the transportation fees are included in the provider's published rates, the provider is paid that rate.
- If providers charge a separate transportation fee, the CCDS will pay the transportation fee for contractor-referred children who have been authorized for transportation, which is limited to \$2.50 per day per child.
- In either case the combined total must not be more than the AWDB area maximum reimbursement rate.

The CCDS monitors providers to make sure children who need transportation are receiving it.

## **REMEMBER**

- Providers determine a single rate for full-time and a single rate for part-time care per age category.
- Contractor-referred children may not be charged a higher rate than other children are charged.
- Contractor-referred parents cannot be required to make up any difference between the contracted providers's published rate and the contracted provider rate listed on the agreement.
- If a separate rate is charged for transportation, the provider may charge only for transportation that is used by the Contractor-referred child.

## **Chapter 7**

---

### **Keeping Attendance Records**

Providers must submit accurate attendance records to the CCDS so they can be paid for the child care services they have provided to contractor-referred children. Information about billing and reporting is in Chapter 9.

#### **Recording Attendance of Child Care Contractor-Referred Children**

Providers must record attendance of CCDS-referred children every day. Providers may use their own attendance tracking system, but when the attendance record is submitted to the CCDS, it must be on TWC Form 2455, Child Care Contractor Service Delivery Report. Providers also must use a Contact Log to write down when they have talked to parents about children's absences. The Contact Log must be sent to CCDS with the Form 2455.

Absences of contractor-referred children must be coded according to CCDS guidelines. See "Remember" at the end of this chapter for absence codes to be used when filling out Form 2455.

#### **When Contractor-Referred Children Are Absent and Parents Do Not Call**

Parents of contractor-referred children are required to notify the providers by telephone or in person if their children are absent from care. When contractor-referred children are absent five days in a row without parent notice, providers must call the CCDS Contractor to report the absence.

When a contractor-referred child does not attend child care for five days in a row without the parent notifying the provider, the CCDS Contractor terminates that child's enrollment effective the end of the fifth day and sends the provider a TWC form 2450, Child Care Management Services Authorization for Child Care Enrollment. This form has the child care termination date on it. CCDS will not pay for care after the 5<sup>th</sup> un-notified absence.

If the provider fails to call and report the absence by the 5<sup>th</sup> day payment will be made up to the last "P" that is reported.

If the Child Care Contractor has to end a new child's enrollment before the child begins care at the facility, the provider will be paid for any days from the time the child was scheduled to begin care to the date enrollment was terminated, as stated on the TWC Form 2450, Child Care Management Services Authorization of Child Care Enrollment.

Providers are paid for these days if they have followed procedure and called the Child Care Contractor on the third day the child is absent.

### **Other Absences of Contractor-Referred Children**

Children are allowed a total of 30 absences a year. Absences are tracked by the CCDS Contractor beginning the day children are scheduled to begin care. The CCDS Contractor sends parents a notice when a child has been absent 20 days total, with or without parent notice.

When a child's absences reach 30 or more days, the Child Care Contractor:

- Sends a notice to the parent that says the child's care is being terminated.
- Tells the provider the date the child's care is terminated.

### **Use of the "EX" code when working with Teen Parents**

Some teen parents live a long distance from the child care facility and cannot bring their child/children to the provider during school breaks and holidays. Other teen parents travel on a school bus that does not operate when school is closed. For this reason, CCDS has adopted use of the "EX" code.

The "EX" code can be authorized by CCDS for use when teen parents currently enrolled in school will not be able to bring their child/children to the child care facility during the holiday period, with a maximum amount of two consecutive weeks. This policy allows the teen parents to spend time with their child/children and not accumulate absences as well as allows the provider to receive payment.

Standard procedure for using the "EX" code requires authorization from a Child Care Resource Specialist. Use of the "EX" code can be authorized if the following conditions are met:

- The teen must inform their school district coordinator and the provider in advance that they will not need care during a holiday period.
- Written notice must be submitted by the teen parent indicating the reason why care is not needed to the child care facility. A form for this purpose can be obtained through CCDS Client Services.
- The provider must submit the written notice with the contact log for the specific billing period(s) and maintain a copy.

This code is not authorized for teens to access on a random basis. Any absences, other than for school breaks, will require the standard procedure for authorization to be followed.

### **Suspension of Enrollment**

Sometimes a child must be absent from care for more than two weeks in a row. This can happen when:

- The child must spend time with a parent on a court-ordered visit.
- A teen parent does not have transportation to bring a child to care during school breaks lasting more than two weeks in a row, or
- A parent lives too far from the facility to bring a child to care during breaks in employment that last more than two weeks.

A parent must notify the Child Care Contractor when a child will be absent for this length of time.

The Child Care Contractor will:

- Authorize the child's suspension,
- Terminate the child's enrollment, and
- Place the child on suspended enrollment.

The provider is not paid for the period of time the child is on suspended enrollment and may enroll another child in that space. When the enrollment suspension period is over, the child is guaranteed re-enrollment and may be placed with the original provider if space is available, or with another provider. The CCDS Contractor must approve any agreement between the provider and parent regarding the holding of a space.

### **Absence Policy Exceptions**

When a child's absence is due to illness or other circumstances out of the parents' control, and acceptable documentation has been received, the CCDS Contractor may authorize an additional 20 days of absences. Usually this type of request is approved only once.

## **REMEMBER**

- Follow absence policies.
- Call the CCDS Contractor when CCDS Contractor-referred children are absent five days in a row with no notice from the parents, and
- Keep contact logs that show conversations with parents about children's absences, and submit to CCDS Contractor with bills.

# CCDS ATTENDANCE CODES

What do the attendance codes mean?

Code	Meaning	Pre-Authorization needed by CCDS?
P	Present	No
A	Absent- Parent/guardian did not call, child did not attend. Please refer to Chapter 7 regarding further procedures in reporting absences.	No
I	Ill	No
AN	Notified Absence- Parent/guardian called, child did not attend	No
AH	Authorized Holiday- Provider holiday agreed to in contract	No
CO	Court Ordered Visit	Yes
EM	Emergency Closing- Inclement weather, facility issue, flooding, fire, etc.	Yes
EX	Extenuating Circumstances-long term absence (Teen Parents only). Please see section on Teen parents in chapter 7 for further procedures.	Yes
NS	Not scheduled- not scheduled to attend. This code is used when: <ul style="list-style-type: none"> <li>* The parents schedule varies from week to week.</li> <li>* The provider is paid for days the child is not scheduled to attend, but</li> <li>* The absence is not counted as part of the child's total annual absence</li> </ul> <p>Note: This code is Not used for clients who need child care on a part-week basis for the same days each week.</p>	Yes- at enrollment
UH	Unbilled Holiday- facility holiday not selected as billable on contract. Parents must be notified in advance.	No

\*\*\* Manual Billings... TWO Codes That must be used:

- EN    **First Day of scheduled enrollment.**  
T     **Last day of scheduled enrollment (for which the provider can bill)**



## Chapter 8

---

### Collecting Parent Fees and Subsidies

#### Who pays Parent Fees

Federal law and state regulations stipulates that many parents must pay part of the cost of their child care, even when they are getting help from TWC. The CCDS Contractor calculates parent fees according to the family's gross monthly income.

#### Collecting Parent Fees

It is the responsibility of the Providers to collect parent fees. Providers keep the fees they collect, and the amount of the assessed parent fees is deducted from the CCDS Contractor reimbursement to the provider. Parent Fees may not be reduced for holidays or vacation breaks. The fee remains constant until changed by the CCDS Contractor.

Providers may collect parent fees:

- Once a week,
- Once a month, or
- On a schedule that meets the parent's needs, as long as collection is documented and the fee is **collected before** the child care services are provided.

The CCDS Contractor monitors the collection of parent fees by providers.

TWC holds the provider solely responsible for collecting all parent fees. **The Board or CCDS will not pay for uncollected fees.** Providers shall notify the Child Care Contractor of a parent's failure to pay the required fee within 3 days after the date the parent fee is due. It is the parents responsibility to call their CCRS to inquire about the process to reduce parent fees and to request a parent fee reduction. Termination of services may occur if the parent fails to pay the parent fee and does not request a fee reduction before the next scheduled parent fee payment is due.

Deduction of parent fees and subsidies from provider reimbursement is discussed in Chapter 9.

See "REMEMBER" at the end of this chapter for requirements on collecting parent fees and for time frames for reporting failure of parents to pay parent fees.

## **Reduction of Parent Fees**

Parent fees may be lowered temporarily when parents have unusual circumstances. The parent fee must be reduced in advance of the payment due date, and only during the 1<sup>st</sup> 3 days of the month (exceptions to this may be approved by a CCDS Supervisor). Only the CCDS Contractor can lower parent fees. Providers may not lower fees, but they can recommend that a parent ask for a fee reduction from the Child Care Contractor.

The CCDS Contractor notifies providers when parent fees have been reduced and will adjust the reimbursement to the provider for that child. The Child Care Contractor also will notify the provider of any adjustments to the amount of subsidy the parent must pay, or to the time payment must be made.

When a parent does not pay their parent fee it is the providers responsibility to report non payment of parent fees to CCDS so the case may be terminated.

## **REMEMBER**

Collect parent fees as required:

- A. Fees are collected before child care services are provided.
- B. The amount collected from each parent must be written down.
- C. Providers must give parents receipts for fees they pay.
- D. Parent receipts must include:
  - a) Names of the parent and child (ren).
  - b) The time covered by the receipt.
  - c) The amount of money collected.
  - d) The date the money was collected.
- E. Providers must file and keep copies of receipts.
- F. Providers must notify the CCDS Contractor within three days if parents do not pay their parent fee or subsidy on time or pay the wrong amount.
- G. Repeated failure to collect parent fees as required will result in the CCDS Contractor developing a Service Improvement Agreement for the provider.
- H. Notify the CCDS case aide if a termination of a client is needed due to nonpayment of parent fees.

## **Chapter 9**

---

### **Billing, Reporting, and Paying**

#### Options in Billing

There are two options when billing CCDS for services:

- Manually Billing, or
- Billing by using the eVision On-Line Billing System

#### **How to Bill the Child Care Contractor**

Providers must use TWC Form 2455, Child Care Contractor Service Delivery Report for billing. The form must be complete and accurate in order for the provider to be reimbursed. Please check Form 2455 carefully before submitting to CCDS. The 2455 will be returned to the provider for corrections, which will delay payment.

#### **Manually Billing for CCDS Reimbursement**

The CCDS Contractor sends a Form 2455 to the provider for each billing period. In most cases the names of the children enrolled with the provider will be pre-printed on the form. If the provider has children referred by the CCDS Contractor whose names are not on the Form 2455, the provider must add the names of those children.

#### **eVision On-Line Billing System**

The eVision on line billing system is available to all CCDS Providers with Agreements. Billing on line is optional, but does have advantages:

- Access from any computer with internet
- No postage/Drop off
- No need to go to CCDS office to correct errors.
- Automated forms for easy data entry.
- Records archived for 3 years 90 days.

Any Contracted Provider wishing to participate in the eVision On-line Billing System may contact the Provider Management Staff to get further information on training and gaining access to the system.

For eVision, the provider will use the automated TWC Form 2455 to bill. The provider will bill for children once CCDS has automated the child into the system. In eVision the provider will not be able to bill until all automation of the case has occurred by the CCRS.

All billing deadlines remain the same whether billing on line through the eVision system or billing manually.

Please see the section entitled “Billing Schedule for CCDS Contracted Providers and the “REMEMBER” page at the end of this chapter for billing deadlines.

### **Billing Schedule for CCDS Contracted Providers**

Providers may bill once or twice a month. If CCDS does not receive Form 2455 according to the specific deadlines, the provider may not be reimbursed.

The CCDS Contractor will initiate a Service Improvement Agreement with a provider who has submitted billing late 3 times. The consequences of not making the required improvements can be:

- The CCDS Contractor may withhold provider reimbursement, or
- The Provider Agreement may be terminated.

See “REMEMBER” at the end of this chapter for billing deadlines.

### **Payment to Child Care Contractor Providers**

There are many steps that take place between the time the provider bills the CCDS Contractor for child care services and the time the provider receives payment for the services. The CCDS Contractor has up to 45 days after receiving the 2455 to pay the provider for services.

### **Payment for Children’s Absences**

Providers are paid for days children do not attend, as long as:

- The absence policies outlined in Chapter 7 are followed,
- The provider had to close the facility due to weather or natural disasters, up to five days within the twelve month period after the CCDS Contractor Provider Agreement is initially dated if approval from the Provider Management staff to use the “EM” code has been received.

Providers are given up to 9 paid holidays, as agreed upon in the provider agreement. Providers are not paid for any holidays or vacations that are not listed in the CCDS Contractor Provider Agreement.

### **Submitting Accurate Claims**

Providers are responsible for submitting accurate claims. If claims contain errors, the CCDS Contractor will make adjustments to the provider's reimbursement. This may involve returning Form 2455 to the provider, which will delay payment.

Providers will be required to refund any payments that they are not entitled to, including:

- Overpayments,
- Duplicate payments, or
- Payments made in error.

### **Record Keeping Requirements**

Providers must keep records while a contractor-referred child is in their care and after care has ended. After a contractor-referred child is no longer coming to the facility, providers must keep:

- Financial Documents and supporting documents such as attendance records and receipts for parent fees, and
- Any other records having to do with financial claims.
- Each contractor-referred child's records and documents must be kept for at least 3 years 90 days after the contractor-referred child's enrollment ends. The Child Care Contractor advises providers when there is a need to keep records for a longer period of time.

### **Access to Records**

Providers must allow reasonable access to their records and must provide copies on request to people who are authorized to see records and documents. The access only has to be during regular business hours. People authorized to see provider records are:

- CCDS Contractor staff,
- AWDB staff,
- TWC Staff,
- Representatives of the State Attorney General's office,
- Representatives of the State Auditor's Office, and
- Representatives of federal government offices with responsibility for managing and auditing federal and state child care programs.

### **Submitting Accurate Claims**

Providers are responsible for submitting accurate claims. If claims contain errors, the CCDS Contractor will make adjustments to the provider's reimbursement. This may involve returning Form 2455 to the provider, which will delay payment.

Providers will be required to refund any payments that they are not entitled to, including:

- Overpayments,
- Duplicate payments, or
- Payments made in error.

# REMEMBER

## Follow These Billing Guidelines

1. Bills must be submitted on TWC Form 2455, Child Care Contractor Provider Service Delivery Report.
2. TWC Form 2455 must be completed in blue or black ink and free of white out.
3. Bills must be submitted only for children authorized by the Child Care Contractor and for only the period covered by the child's enrollment.
4. Bills must be submitted after services are provided, and after the last billing date (meaning on the 1<sup>st</sup> or 16<sup>th</sup> of the month, depending on billing schedule).
5. Once-a-month billing deadlines are met as follows:
  - a) Bills must be submitted by the 8<sup>th</sup> day of the month after the child care services were provided (or next working day if the 8<sup>th</sup> is a weekend or holiday).
  - b) Billings turned in between the 8<sup>th</sup> and the 20<sup>th</sup> of the month will be considered late.
  - c) The CCDS Contractor will not pay providers for bills that are submitted after 20 days beyond the end of the service month.
6. Twice-a-month billing deadlines are met as follows:
  - a) Bills must be submitted by the 23<sup>rd</sup> day of the month of service for the first billing period (days 1 - 15 of the month), or next working day if the 23<sup>rd</sup> is a weekend or holiday.
    - Billings turned in between the 23<sup>rd</sup> and the 20<sup>th</sup> of the following month will be considered late.
    - The CCDS Contractor will not pay providers for bills that are submitted after 20 days beyond the end of the service month.
  - b) Bills must be submitted by the 8<sup>th</sup> day of the month following the month of service for the second billing period (day 16 - last day of the month), or next working day if the 8<sup>th</sup> is a weekend or holiday.
    - Billings turned in between the 8<sup>th</sup> and the 20<sup>th</sup> of the following month will be considered late.
    - The CCDS Contractor will not pay providers for bills that are submitted after 20 days beyond the end of the service month.
7. Records and documentation that have anything to do with billing or parent fee payments are kept on file while a child is in care and for 3 years 90 days after the child leaves care.
8. If providers do not meet billing timelines or do not submit accurate bills, the CCDS Contractor will provide technical assistance to help providers understand the billing system.
9. If a provider continues to submit inaccurate or late bills, a Service Improvement Agreement (SIA) will be written.
10. If terms of the SIA are not met, the Child Care Contractor can withhold payment to the provider, recoup, close intake, change billing cycle and/or terminate the provider agreement.
11. The Child Care Contractor will not pay bills submitted more than 20 days after the end of the service month.
12. All Discrepancies must be reported to the CCDS within 15 calendar days from the date of the check.
13. If the provider is called to make corrections on the billing, the provider has 5 days to make the corrections.



## Chapter 10

---

### Taking Corrective or Adverse Actions with Providers

#### Complying with the Provider Agreement

Providers must comply with all the terms of the Provider Agreement and follow procedures in this CCDS Provider Manual. The CCDS Contractor will take corrective or adverse action with providers who do not comply as required.

#### Service Improvement Agreements

Child Care Contractor staff will negotiate Service Improvement Agreements (SIA) for providers if providers fail to:

- meet the terms of Provider Agreements.
- follow the procedures in this CCDS Provider Manual.

Service Improvement Agreements will:

- State the problem,
- Explain to providers what improvements must be made,
- List alternative ways for the provider to work on the improvements,
- Tell what CCDS Contractor staff will do to help providers make the improvements,
- Set time limits for making improvements, and
- List the results of not making the improvements.

CCDS Contractor staff will discuss SIAs with providers and will offer whatever help is needed for providers to correct the problems or make the improvements. The provider and CCDS Contractor staff must sign SIAs. When renewing a Provider Agreement, the CCDS Contractor will take into account the number of SIAs that have been written and the reasons for the SIAs.

If a serious problem happens with a provider, the CCDS Contractor can take immediate action instead of writing an SIA.

Consequences for serious problems (in which immediate action may be taken by the CCDS Contractor, noncompliances with policy, or failure to make needed improvements as defined by an SIA by providers might include the following:

- Temporarily withholding payment,
- Permanently withholding payment,
- Non-renewal of Provider Agreement,
- Discontinuing referral of children to the provider,

- Removing contractor-referred children from the provider,
- Suspension of Provider Agreement,
- Termination of the Provider Agreement, and

When a Provider Agreement is ended because of corrective or adverse action (including SIAs), the provider cannot apply again for a period of up to six months. The length of time before reapplication can be made will depend on the reason for the termination. At the time the Provider Agreement is ended, the provider will be told when reapplication can be made. The provider may request a review by AWD if the provider agreement is terminated.

### **Violation of Licensing Minimum Standards by Providers**

Violation of the Provider Agreement and the resulting actions taken by CCDS Contractor are separate from violations of TDFPS's licensing minimum standards. However, since the CCDS Contractor Provider Agreement requires providers to be in good standing with TDFPS licensing, the CCDS Contractor will take action with a provider if TDFPS's licensing minimum standards are consistently violated.

The CCDS Contractor will take action against providers if:

- TDFPS's Licensing Division takes corrective or adverse action against a provider, or
- The provider is in serious or continued noncompliance with licensing standards.

If providers violate licensing minimum standards, actions that can be taken by the CCDS Contractor include:

- Reporting to TDFPS licensing when CCDS Contractor observes minimum standard non-compliances.
- Writing an SIA for the provider that is based on the number of non-compliances the provider has with TDFPS licensing;
- Writing an SIA for the provider that requires the provider to correct TDFPS Non-compliances in the time given by TDFPS;
- Stopping referrals of CCDS Contractor children to the provider;
- Notifying parents of a serious complaint, noncompliance, or investigation;
- Moving CCDS Contractor children out of the provider's care;
- Withholding payment for child care services;
- Suspending or terminating the Provider Agreement; or
- Denying renewal of the CCDS Contractor Provider Agreement.

CCDS Contractor action that is taken depends on the kind of TDFPS corrective or adverse action taken against the provider, how serious the continued noncompliance or complaints are, and how often they occur.

Providers who have TDFPS adverse or corrective action taken against them must notify the CCDS Contractor **within one workday**. Providers must also notify the CCDS Contractor when a complaint is made to TDFPS against them or when an investigation occurs. See “REMEMBER” at the end of this chapter for a list of TDFPS action that must be reported to the CCDS Contractor.

### **How TDFPS Violations Affect Provider Agreements**

If TDFPS has either corrective or adverse action pending against a child care provider at the time initial application to become a provider is made, a Provider Agreement will not be signed until the TDFPS action has been cleared.

If TDFPS has any type of action pending against a provider at the time for annual renewal of the Provider Agreement, the decision whether or not to renew the Agreement will depend on:

- The reason for the TDFPS action, and
- Whether contractor-referred children are in care.

The CCDS Contractor will consult with AWDB staff in making the decision about whether to renew an agreement under these circumstances.

### **Attendance Over Licensed Capacity**

Providers must always operate within the limits of their licensed or registered capacity. A provider who is found by TDFPS in noncompliance with this requirement must report it to the CCDS Contractor within one workday. If a Provider Management Staff observes the noncompliance, the staff will document this noncompliance and report it to TDFPS. Providers will not be paid for CCDS Contractor children on a day that more children are in attendance than the facility is licensed or registered to care for. The CCDS Contractor will evaluate documentation of noncompliance before deciding to withhold payment.

### **Suspected Child Abuse or Neglect**

Everyone in Texas is required by law to report suspected child abuse or neglect. If the suspected abuse or neglect happens while the child is in care with a provider, the TDFPS Child Care Licensing or a local or state law enforcement agency must be notified. CCDS contractor staff will notify TDFPS if they receive a complaint against a provider.

If a provider suspects abuse or neglect of a child is happening away from the facility, the individual who suspects the abuse or neglect must immediately report the suspicion to PRS Child Protective Services.

**\*\*It is prohibited by law for an employer to retaliate against any professional who reports suspected abuse or neglect.**

### **Reasons Providers Could Be Prosecuted**

Providers may be prosecuted under applicable federal or state laws for:

- False claims for payment,
- False statements, or
- False documents.

## **REMEMBER**

The Child Care Contractor Must Be Notified Within One Working Day If...

1. TDFPS places the facility on:
  - a) Corrective action,
  - b) Adverse action,
  - c) Probation,
  - d) Suspension,
  - e) Notice of revoked license, or
  - f) Revocation of license.
2. TDFPS finds the facility to be in noncompliance with licensing standards, including attendance over licensed capacity.
3. A complaint investigation is being conducted by TDFPS, or
4. A charge of child abuse or neglect is filed against the provider.
5. Similar actions will be taken when CCDS Contracted Providers who are regulated by the TDH or the United States Military Services violate those regulatory standards.

## Chapter 11

---

### Monitoring Providers

#### Monitoring Providers

The CCDS Contractor is required to monitor child care services provided by providers. Providers who currently have CCDS Contractor children enrolled or who have in the past had CCDS Contractor children enrolled will be monitored at least once every three years. Providers will be monitored on:

- Compliance with the terms of the Provider Agreement,
- Compliance with procedures outlined in this CCDS Provider Manual,
- Compliance with inclusion plans and use of inclusion assistance, where applicable, and
- Compliance with Texas Rising Star Criteria, if applicable.

Providers must allow AWDB or other state or federal authorities to conduct program and fiscal audits. This will be done during regular business hours.

#### Visits to Providers

CCDS Contractor staff, usually a Provider Specialist, will visit providers within 30 days after the first child is referred.

Additional visits will be made:

- At least one time every three years,
- At least once a year if the provider is a Texas Rising Star Provider,
- As needed to give technical assistance, and
- To follow up on Service Improvement Agreements

If a provider has a child with a disability who is receiving the Inclusion Assistance Rate enrolled, a Provider Specialist will also visit yearly to observe the child.

- Implementation of the child's Inclusion Plan,
- Use of adaptive equipment, and
- Use of the Inclusion Assistance Rate.

The TDFPS Licensing Division monitors provider compliance with licensing or registration standards. CCDS staff who observe licensing or registration noncompliances are required to report the noncompliances to TDFPS licensing staff.

## **Chapter 12**

---

### **Involving Parents**

#### **Parent Advisory Groups**

State law requires that providers who enroll 30% or more CCDS- referred children must:

- Form a Parent Advisory Group, and
- Have meetings of the Parent Advisory Group at least twice a year.

The purpose of the Parent Advisory group is:

- For providers to share information with parents about providers' programs or policies,
- For CCDS Parents to tell providers how its programs and policies are affecting parents and children,
- For CCDS parents to voice concerns, and
- For CCDS parents to offer suggestions and ideas for promoting quality child care.

#### **Parent Advisory Group Meetings**

Providers must:

- Schedule meetings of the Parent Advisory Group at times when the parents can attend.
- Notify parents at least 2 weeks before the meeting,
- Send CCDS a copy of the parent sign-in sheet of each meeting.

#### **Parent access to CCDS Provider Facilities**

According to federal law, parents must be allowed to visit the child care facility where the children receive care. Providers must allow parents to visit any time during hours the facility is operating.

## **Chapter 13**

---

### **Asking Questions and Solving Problems**

#### **Questions About Policies**

When providers have questions about the Provider Agreement or about any of the rules or policies outlined in this CCDS Provider Manual, the provider may contact the CCDS Contractor. The CCDS Contractor staff will contact AWD for additional information when necessary.

#### **Waivers**

Sometimes a provider may not be able to comply with a rule or procedure. If the provider can meet the intent of the rule or procedure, the provider may ask the CCDS Contractor if a waiver is possible. A waiver could allow the provider to:

- Meet the requirement in a different way, or
- Have the rule or procedure set aside because of extenuating circumstances.

Providers should send written requests for waivers to the CCDS Contractor. CCDS Contractor staff will notify providers whether or not waivers are approved.

#### **Complaints by Parents Against Providers**

Providers may receive complaints from parents about provider care or policies. Most complaints can be handled directly by providers and the parents. If providers and parents cannot work out the problems and the complaints cannot be resolved, providers should refer parents to the CCDS Contractor.

#### **Complaints by Parents Against CCDS Contractors, AWD or TWC**

If parents complain to providers about CCDS Contractor staff, the CCDS Contractor system, AWD or TWC, providers should refer parents to the CCDS Contractor. Providers should also contact the Child Care Contractor to report the complaints.

#### **Complaints by Providers Against CCDS Contractors**

When providers have complaints against the CCDS Contractor they should first try to solve the problem by talking directly with CCDS Contractor staff. If the problem cannot be solved, providers will be referred to the CCDS Child Care Coordinator.



Providers may request a meeting with the CCDS Child Care Coordinator either orally or by writing to the Child Care coordinator.

## Chapter 14

---

### Improving Quality of Care

#### CCDS Quality Improvement Activities (QIA)

Providers have access to the QIA program that helps providers improve the quality of their programs. Texas Rising Star Certification, Smart Start for Teachers training.

When funding is available the CCDS Contractor has a resource room that is available to all providers. The resource room has age appropriate materials and equipment, and also a laminating machine and dye cuts available for CCDS Contracted providers use. The resource room is operated by staff who will assist the provider in selecting age appropriate materials.

#### Texas Rising Star Certification

The Texas Rising Star program offers providers the opportunity to participate in a voluntary plan to improve the quality of child care by meeting program criteria that exceed the Minimum Standards for Child Care Licensing.

Texas Rising Star Criteria cover:

- ❖ FPS Licensing Compliance,
- ❖ Caregiver staff qualifications,
- ❖ Director qualifications,
- ❖ Staff orientation,
- ❖ Ongoing staff development,
- ❖ Group Size,
- ❖ Activities,
- ❖ Caregiver-child interaction,
- ❖ Physical environment,
- ❖ Health and safety,
- ❖ Nutrition and meal time, and
- ❖ Parental involvement.

#### How to apply for Texas Rising Star Provider Assessment

Providers who are interested in being certified as Texas Rising Star Providers may ask their Provider Specialist for the necessary materials and information. Provider Specialists work closely with providers in the application, self-assessment, and formal assessment processes. Provider Specialists also provide ongoing monitoring and technical assistance to providers who are in the Texas Rising Star processes. Provider

Specialists also provide ongoing monitoring and technical assistance to providers who are in the Texas Rising Star process.

### **Levels of Certification**

Providers can work toward three levels of certification.

- Four-Star certification is the highest level of certification awards. The provider with this certification represents the highest quality in the Texas Rising Star Program.
- Three-Star certification represents a high quality program that meets many of the quality standards in the Texas Rising Star Program.
- Two-Star certification is issued temporarily to a provider who does not yet meet enough of the quality standards for the Three-Star certification. The Two-Star Provider has the potential to reach Three-Star certification within six months.

Some providers apply to become a Texas Rising Star provider but do not meet enough of the quality standards to be certified at any level. These providers are on a deferred status and are not certified, but they are in the Texas Rising Star track. Providers on a deferred status have one year to reach a level of quality to be certified.

Texas Rising Star Providers will be reimbursed at a 5% higher rate than the other providers in the same category, but reimbursement may not exceed the Texas Rising Star providers published public rate.

### **Additional Training Requirements**

Also, in the event that changes have occurred to the Provider Manual to warrant further training, CCDS Contracted Providers may be required to attend a mandatory provider meeting.